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10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

12 STATE OF ARIZONA, *ex rel.* THOMAS C.  
HORNE, Attorney General,

13 Plaintiff,

14 vs.

15 DENNIS N. SABAN and TRACEY L. SABAN,  
16 husband and wife; D S RENTCO, INC., an  
17 Arizona corporation; A-AAABLE RENTAL  
18 LTD., an Arizona corporation; and SABAN  
19 RENT-A-CAR, L.L.C., an Arizona limited  
liability company; dba PHOENIX CAR  
RENTAL and SABAN'S RENT-A-CAR

20 Defendants.  
21

Case No.: CV2014-005556

**VERIFIED COMPLAINT FOR  
INJUNCTIVE AND OTHER  
RELIEF**

**(Arizona Consumer Fraud Act,  
A.R.S. § 44-1521 *et seq.*)**

22 Plaintiff, State of Arizona, *ex rel.* Thomas C. Horne, Attorney General, alleges as  
23 follows:

24 **I. JURISDICTION AND VENUE**

25 1. This action is brought pursuant to the Arizona Consumer Fraud Act,  
26

1 A.R.S. § 44-1521 *et seq.*, to obtain injunctive relief, civil penalties, attorneys' fees and  
2 costs, investigative expenses and other relief to prevent the unlawful acts and practices  
3 alleged in this Complaint and to remedy the consequences of such practices.

4 2. Venue is proper in Maricopa County, Arizona.

5 3. The Superior Court has jurisdiction to enter appropriate orders both prior to and  
6 following a determination of liability pursuant to A.R.S. § 44-1528.

7 **II. PARTIES**

8 4. Plaintiff is the State of Arizona, *ex rel.* Thomas C. Horne ("the State"), who is  
9 authorized to bring this action under the Arizona Consumer Fraud Act, A.R.S. § 44-1521 *et*  
10 *seq.*

11 5. Defendant D S RENTCO, INC., is an Arizona corporation engaged in the  
12 business of automotive rental located at 2934 E. McDowell Road, Phoenix, Arizona and 3625  
13 W. Indian School Road, Phoenix, Arizona, doing business as Phoenix Car Rental and Saban's  
14 Rent a Car at all times relevant to this Complaint.

15 6. Defendant A-AAABLE RENTAL, LTD., is an Arizona corporation engaged in  
16 the business of automotive rental located at 2934 E. McDowell Road, Phoenix, Arizona and  
17 3625 W. Indian School Road, Phoenix, Arizona, doing business as Phoenix Car Rental and  
18 Saban's Rent a Car at all times relevant to this Complaint.

19 7. Defendant SABAN RENT-A-CAR, L.L.C. is an Arizona limited liability  
20 company engaged in the business of automotive rental located at 2934 E. McDowell Road,  
21 Phoenix, Arizona and 3625 W. Indian School Road, Phoenix, Arizona, doing business as  
22 Phoenix Car Rental and Saban's Rent a Car at all times relevant to this Complaint.

23 8. Defendant DENNIS N. SABAN is the President, CEO, Treasurer and Principal  
24 Shareholder of D S RENTCO, INC., the President and a Director of A-AAABLE RENTAL  
25 LTD. and co-member with D S RENTCO, INC., of SABAN RENT-A-CAR, L.L.C.

26 9. Defendant TRACEY L. SABAN is and was, at all relevant times, the wife of

1 Defendant DENNIS N. SABAN and is named herein solely because of her interest in the  
2 marital community of DENNIS N. SABAN and TRACEY L. SABAN. Defendant DENNIS  
3 N. SABAN acted on behalf of his marital community with respect to the allegations  
4 contained in this Complaint.

5 10. When reference is made to "SABAN'S RENT A CAR DEFENDANTS" it refers  
6 to each of the above named Defendants including A-AABLE RENTAL LTD.; D S RENTCO,  
7 INC.; SABAN RENT-A-CAR, L.L.C.; and DENNIS N. SABAN and to the actions of their  
8 owners, officers, managers, employees, agents and independent contractors.

9 **III. THE STATE'S UNDERCOVER INVESTIGATION**

10 11. At all times relevant to this Complaint SABAN'S RENT A CAR  
11 DEFENDANTS advertised and provided automotive rental services within Arizona.

12 12. The receipt of hundreds of consumer complaints regarding SABAN'S RENT A  
13 CAR DEFENDANTS' business located at 2934 E. McDowell Road, Phoenix, ARIZONA and  
14 3625 W. Indian School Road, Phoenix, Arizona and Defendant DENNIS N. SABAN,  
15 individually, caused the State to commence an undercover investigation in January 2013.

16 13. On January 29, 2013, the state's undercover agent called SABAN'S RENT A  
17 CAR DEFENDANTS and asked about the advertised \$129.00 a week car rental. "Pete," an  
18 alias used by Defendant DENNIS N. SABAN, told him that the vehicles were available at  
19 that price. This statement was false and deceptive because no additional costs or charges  
20 were disclosed.

21 14. On February 1, 2013, the state's undercover agent rented a vehicle from  
22 SABAN'S RENT A CAR DEFENDANTS.

23 15. In order to rent the vehicle, the state's undercover agent was asked to sign two  
24 documents, one that appeared to be an invoice and another white paper containing a list of  
25 conditions and additional charges. Defendant DENNIS N. SABAN told the state's  
26 undercover agent that the white paper he had signed was a signature voucher for identity

1 fraud. This statement was false and deceptive because the document was not a signature  
2 voucher for identity fraud, but a document containing important additional terms and  
3 conditions regarding the vehicle rental. (See Exhibit 1 attached)

4 16. Defendant DENNIS N. SABAN also told the state's undercover agent that the  
5 rental vehicle had license plates coded for the Phoenix area only, and that he was not to drive  
6 it to Tucson or Flagstaff or out of state or the police would arrest him. The statement was  
7 false and deceptive because the vehicle did not have license plates coded for the Phoenix area  
8 only.

9 17. Defendant DENNIS N. SABAN also told the state's undercover agent that he  
10 could not have a copy of the white sheet he had signed containing additional terms and  
11 conditions because "it goes to the police if the car is not returned and that is all it is for." This  
12 statement was false and deceptive because this document contained important additional  
13 terms and conditions that materially affect SABAN'S RENT A CAR DEFENDANTS'  
14 agreement with their rental car customers, and the purpose of the document was not just to  
15 provide the document to the police if the car was not returned, but to hold the customer to the  
16 additional terms and conditions imposed by the document. (See Exhibit 1 attached)

17 18. The odometer of the vehicle rented by the state's undercover agent read 99,840  
18 miles when the state's undercover agent took possession of the vehicle. Upon examination,  
19 the vehicle rented by the state's undercover agent had the first number of the odometer  
20 purposely obscured by a black mark covering the display. The number obscured by the black  
21 mark appeared to be a "1" making the actual odometer reading 199,840. SABAN'S RENT A  
22 CAR DEFENDANTS deceptively misrepresented the mileage on the rental vehicle by  
23 100,000 miles, depriving the state's undercover agent of important information concerning  
24 the rental vehicle's condition. (See Exhibit 2 attached)

25 19. While the vehicle was in the possession of the state's undercover agent the  
26 odometer turned over to "zero." When the 2003 vehicle was returned the vehicle's odometer

1 reflected a total of 36 miles. (See Exhibit 2 attached)

2 20. DENNIS N. SABAN stated, in writing, on March 22, 2013 that the state's  
3 undercover agent was informed at the beginning of the rental to bring back proof of full  
4 coverage car insurance that transfers to rental cars or he would be charged a \$10.95 day  
5 surcharge. This was a false statement because the state's investigator was not so informed at  
6 the beginning of the rental.

7 21. DENNIS N. SABAN stated, in writing, on April 3, 2013, that they always give a  
8 copy of the second page of the agreement which lists charges above the base rate to customers  
9 upon request. This was a false statement because the state's investigator was not given a  
10 copy of the second page of his agreement upon request and was falsely told by Defendant  
11 DENNIS N. SABAN, "it goes to the police if the car is not returned and that is all it is for."  
12 (See Exhibit 1 attached)

13 22. Upon returning the vehicle the state's investigator was charged a \$3.00 "PKG"  
14 charge, an \$11.99 "SERVICE & CLEANING" charge, and a \$2.50 "S/C" charge, which were  
15 charges in addition to the \$129.00 advertised, quoted and agreed upon rate. With taxes and  
16 insurance, the state's agent was charged a total of \$266.76. (See Exhibit 3 attached)

17 23. An employee and agent of SABAN'S RENT A CAR DEFENDANTS  
18 deceptively misrepresented to the state's undercover agent that the \$2.50 charge listed as  
19 "S/C" on the rental receipt was tax charged by the county, when the S/C charge is a non-  
20 governmental charge imposed and collected solely by SABAN'S RENT A CAR  
21 DEFENDANTS. (See Exhibit 3 attached)

22 **IV. ADDITIONAL FACTUAL ALLEGATIONS**

23 24. SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly state and  
24 promise that their rental vehicles will be delivered to renters in good operating condition, yet  
25 frequently deliver vehicles that are unsafe to operate.

26 //

1        25.    SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly refuse to  
2 reimburse renters for expenses they incur to tow and repair rental vehicles due to the vehicle's  
3 poor condition.

4        26.    SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly state and  
5 promise that their rental vehicles will be delivered to renters in good operating condition, yet  
6 refuse to give any amount of refund to customers who return defective vehicles before the full  
7 term of their weekly or monthly rental has elapsed.

8        27.    SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly black out  
9 the numbers on the odometers on their rental vehicles, making the mileage appear to be  
10 100,000 to 200,000 less than the actual mileage and depriving renters of valuable information  
11 as to the true condition of their rental vehicles.

12       28.    SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly black out  
13 the check engine lights on their rental vehicles, so that renters are provided with vehicles with  
14 serious defects, are not warned of potentially dangerous conditions that may exist or develop  
15 and are deprived of valuable information as to the true condition of their rental vehicles.

16       29.    SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly refuse to  
17 give renters full copies of their rental agreement, yet use the rental agreement to hold them to  
18 the terms and conditions on the rental agreement.

19       30.    SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly do not  
20 inform renters that they must provide proof of insurance and that the proof of insurance must  
21 contain specific provisions or they will be charged an extra \$10.95 a day.

22       31.    SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly do not  
23 provide refunds or lower the cost to renters who provide proof of insurance after they learn of  
24 the proof of insurance requirement.

25       32.    SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly charge  
26 customers an additional \$16.95 a day for rentals secured with a cash deposit but do not

1 disclose or include this additional charge in their quoted or advertised rates.

2 33. SABAN'S RENT A CAR DEFENDANTS unfairly, falsely and deceptively  
3 advertise a \$129.00 a week rental, when no customer is able to rent a vehicle for one week  
4 from SABAN'S RENT A CAR DEFENDANTS for \$129.00.

5 34. SABAN'S RENT A CAR DEFENDANTS unfairly, falsely and deceptively  
6 quote over the phone a price of \$129.00 a week, when no customer is able to rent a vehicle  
7 for one week from SABAN'S RENT A CAR DEFENDANTS for \$129.00.

8 35. SABAN'S RENT A CAR DEFENDANTS unfairly, falsely and deceptively  
9 quote prices over the phone for vehicle rentals that are not the actual prices charged.

10 36. SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly do not  
11 disclose to customers the amount of deposit required or the amount of the deposit that they  
12 will retain as charges for the vehicle rental.

13 37. SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly charge  
14 additional "PKG," "SERVICE & CLEANING" and "S/C" fees totaling \$17.49 on every  
15 rental, but do not disclose or include these fees in their quoted or advertised rates.

16 38. SABAN'S RENT A CAR DEFENDANTS unfairly, falsely and deceptively  
17 advertise savings in airport taxes when there is no savings in taxes by renting from SABAN'S  
18 RENT A CAR DEFENDANTS.

19 39. SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly refuse to  
20 answer or resolve questions about overcharges, using tactics such as swearing at and  
21 threatening customers, having the police notify customers they must leave the premises or be  
22 guilty of trespass, and locking them out of the SABAN'S RENT A CAR DEFENDANTS'  
23 business office.

24 40. SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly agree orally  
25 to extend rental periods and then use remote technology to locate and repossess the vehicle  
26 without informing renters, leave them stranded and take the possessions left in the vehicle,

1 including customers' infant car seats.

2 41. SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly remove the  
3 personal property left inside of vehicles when repossessed, do not appropriately secure the  
4 personal property and do not inform renters in a timely manner of where their property may  
5 be retrieved or the time and location where it may be retrieved.

6 42. SABAN'S RENT A CAR DEFENDANTS deceptively and unfairly do not  
7 disclose to renters that they have repossessed their rental vehicle, costing renters and police  
8 time and expense in unnecessary reports and investigations into stolen vehicles.

9 **V. VIOLATIONS OF THE CONSUMER FRAUD ACT**

10 43. The State realleges and incorporates by reference the allegations of Paragraphs 1  
11 to 42 of this Complaint.

12 44. As alleged above, in the conduct of their business, SABAN'S RENT A CAR  
13 DEFENDANTS used deception, deceptive or unfair acts or practices, fraud, false pretense,  
14 false promise, misrepresentation or concealment, and suppression or omission of material  
15 facts with intent that others rely upon such concealment, suppression or omission, in  
16 connection with the sale and advertisement of merchandise, in violation of the Arizona  
17 Consumer Fraud Act, §§ 44-1521 *et seq.*

18 45. At all times relevant to this Complaint, SABAN'S RENT A CAR  
19 DEFENDANTS acted willfully, in violation of A.R.S. § 44-1531.

20 **VI. RELIEF REQUESTED**

21 WHEREFORE, the State respectfully requests that the Court:

22 1. Award the State such preliminary injunctive and ancillary relief as may be  
23 necessary to avert the likelihood of consumer injury during the pendency of this action and to  
24 preserve the possibility of effective final relief, including but not limited to, temporary and  
25 preliminary injunctions.  
26



1           2.     Prohibit SABAN'S RENT A CAR DEFENDANTS from violating the Consumer  
2 Fraud Act, A.R.S. § 44-1521 *et seq.*

3           3.     Prohibit SABAN'S RENT A CAR DEFENDANTS from engaging in the course  
4 of conduct alleged herein as a violation of A.R.S. § 55-1522(A).

5           4.     Issue a permanent injunction, enjoining and restraining SABAN'S RENT A  
6 CAR DEFENDANTS including DENNIS N. SABAN or any business entity in which they  
7 serve as officers, managers, owners, or members from engaging in the business of vehicle  
8 rental or any of the deceptive or unfair practices alleged herein.

9           5.     Order SABAN'S RENT A CAR DEFENDANTS to make restitution to  
10 consumers.

11          6.     Order SABAN'S RENT A CAR DEFENDANTS to pay the State of Arizona  
12 \$10,000.00 per each willful violation of the Consumer Fraud Act pursuant to  
13 A.R.S. § 44-1531.

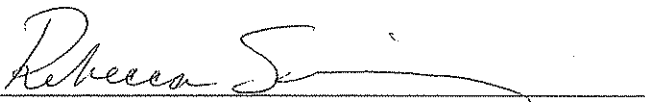
14          7.     Order SABAN'S RENT A CAR DEFENDANTS to disgorge all profits, gains,  
15 gross receipts or other benefits that they obtained as the result of their illegal acts alleged  
16 herein, pursuant to A.R.S. § 44-1528;

17          8.     Order SABAN'S RENT A CAR DEFENDANTS to pay the costs of  
18 investigation and reasonable attorneys' fees pursuant to A.R.S. § 44-1534.

19          9.     Order such other and further relief as the Court may deem just and proper.

20         RESPECTFULLY SUBMITTED this 4<sup>th</sup> day of March, 2014.

21  
22                   THOMAS C. HORNE, Attorney General

23                     
24                   Nancy V. Anger  
25                   Rebecca C. Salisbury  
26                   Assistant Attorneys General  
                    Attorneys for Plaintiff

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VERIFICATION

STATE OF ARIZONA     )  
                                  ) ss.  
County of Maricopa     )

FRANK CURATOLA, being first duly sworn, upon his oath, deposes and says:

1. I am a special agent supervisor with the Arizona Attorney General's Office and in that capacity I am authorized to make this verification.

2. I have read the foregoing Verified Complaint and know the contents thereof.

3. The statements contained in the foregoing Verified Complaint are true and correct to the best of my knowledge, information and belief, based upon my participation in the investigation and review of the documents and information available to the Arizona Attorney General's Office.



Frank Curatola  
Special Agent Supervisor

# Exhibit 1

THIS VEHICLE IS DUE BACK ON \_\_\_\_\_ AT \_\_\_\_\_ M.  
YOU SHALL BE IN VIOLATION OF A.R.S. § 13-1806 IF THIS VEHICLE IS NOT RETURNED WITHIN 72 HOURS OF THE SPECIFIED DATE AND TIME VEHICLE IS DUE BACK AND YOU SHALL BE SUBJECT TO IMPRISONMENT IN THE STATE PRISON UP TO 2.0 YEARS AND PAY A FINE UP TO \$150,000 PLUS APPLICABLE SURCHARGES FOR THE FIRST OFFENSE.

WE SHALL REPORT THIS VEHICLE STOLEN IF IT IS NOT RETURNED AS PER THIS STATUTE'S STIPULATIONS.

"THE OWNER DOES NOT EXTEND ANY OF ITS MOTOR VEHICLE FINANCIAL RESPONSIBILITY OR PROVIDE PUBLIC LIABILITY INSURANCE COVERAGE TO THE RENTER, AUTHORIZED DRIVERS OR ANY OTHER DRIVER."

\* If you rent a car by the week, month or special package and return it early, you will not receive a credit for the unused time. \*

THE FOLLOWING ARE CHARGES ABOVE THE BASE RATE:

- Rates are subject to change based on availability. The contract lists the current rate.
- There is a \$12.00 to \$30.00 charge for after hours pick up, drop off, shuttle service, or returning cars to a different Phoenix location.
- If the vehicle goes out of state, there will be a \$25.00 to \$50.00 one-time charge.
- There is a \$3.00 per day per driver charge for anyone I permit to use the car. Anyone else who drive's the car will be considered an unauthorized user.
- GPS devices are available for rent for \$9.95/day. Car seats are available for rent for \$6.00/day.
- If any renter or driver does not have full coverage insurance that transfers to rental cars on a primary basis, does not use a credit card, is under 21, or possesses a foreign driver's license there is a \$10.95 - \$19.95 a day surcharge.
- There is an \$11.99 service and cleaning charge and a total of \$5.50 in ancillary surcharges.
- If the vehicle is not returned with the same amount of gasoline, there is a \$6.00 per gallon fuel charge.
- I UNDERSTAND THAT SABAN'S RENT-A-CAR PROVIDES NO COVERAGE FOR THE LIABILITY OF THE RENTER TO ANY PASSENGER IN THE RENTED MOTOR VEHICLE PURSUANT TO A.R.S. § 28-2166(B)(2).
- SABAN'S PROVIDES ONLY STATUTORY MINIMUM LIABILITY INSURANCE PROVIDED UNDER NO CIRCUMSTANCES SHALL THE VEHICLE BE USED, OPERATED OR DRIVEN BY ANY PERSON (I) FOR THE TRANSPORTATION OF PERSONS OR PROPERTY FOR HIRE, (II) WHO HAS GIVEN THE COMPANY A FALSE NAME, AGE OR ADDRESS, (IV) FOR ANY ILLEGAL PURPOSE, (V) WHILE UNDER THE INFLUENCE OF INTOXICANTS OR NARCOTICS. SABAN'S HAS A RIGHT OF SUBROGATION AGAINST ME FOR DAMAGES CAUSED TO SABAN'S BY MY OR ANY UNAUTHORIZED OPERATION OF THE VEHICLE PER A.R.S. § 28-2166(D)(2).
- I AM RESPONSIBLE FOR ALL DAMAGE REGARDLESS OF FAULT.
- THERE IS NO INSURANCE FOR THEFT, VANDALISM, TIRES OR PHYSICAL DAMAGE.
- WE SELL NO ADDITIONAL COVERAGE.
- I AGREE TO PAY FOR ANY TIME THE CAR IS NOT USABLE AND I AGREE TO HAVE THIS CHARGED TO MY CREDIT CARD.

MY SIGNATURE BELOW CONSTITUTES AN ADEQUATE AND SUFFICIENT SIGNATURE FOR USE ON ALL CREDIT CARD ACCOUNTS. I SPECIFICALLY AUTHORIZE SABAN RENT A CAR USE OF THE SIGNATURE ON CREDIT CARD ACCOUNTS AS MAY BE NECESSARY TO COLLECT PAYMENT OF ALL AMOUNTS DUE UNDER THE RENTAL CONTRACT.

I HAVE READ AND UNDERSTAND ALL CHARGES AND CONDITIONS STATED ABOVE AND ON THE FRONT AND BACK OF THE RENTAL CONTRACT. A DEPOSIT WILL BE CHARGED TO THE CREDIT CARD PROVIDED.

X \_\_\_\_\_  
Signature

# Exhibit 2



# **Exhibit 3**

602-269-9316

3625 W. Indian School Road  
Phoenix, AZ 85019

2934 E. McDowell Rd.  
Phoenix, AZ 85008

CITY STATE ZIP

DRIVERS LIC. #	STATE	EXP. DATE	BIRTH DATE
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LOCAL OR BUSINESS PHONE	HOME PHONE
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EMPLOYED BY \_\_\_\_\_ CITY/STATE \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_ DRIV \_\_\_\_\_

INS. CO.

PERMISSION	GRANTED	TO	LEAVE	STA
------------	---------	----	-------	-----

ON 2/8/1962 IT IS YOUR  
RESPONSIBILITY TO RETURN VEHICLE TO SABAN'S  
RENT A CAR/TRUCK.

FAILURE TO COMPLY MAY BE A FELONY

~~I WILL NOT LET ANYONE DRIVE THIS CAR BESIDES LISTED DRIVERS~~

SIGNED ☒ Alfredo Medina  
SIGNATURE OF RENTER

SIGNED **X**


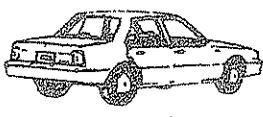
Your signature constitutes an adequate and sufficient signature for use on all credit card accounts and you specifically authorize Company's use of the signature on credit card accounts as may be necessary to collect payment of all amounts due under this agreement.

**PLEASE READ AND UNDERSTAND  
YOUR CONTRACT CAREFULLY.**

CREDIT CARD IMPRINT

APR 20 1964

121113

UNIT #1 <b>8344</b>										UNIT #3 <b>8344</b>									
UNIT #2										UNIT #4									
MI IN					MI IN														
MI OUT <b>99839</b>					MI OUT										DATE TIME IN <b>06744</b> <b>2/8 11am</b>				
TOTAL MI DRIVEN					TOTAL MI DRIVEN										DATE TIME OUT <b>2/1 116</b>				
LESS MI ALLOW					LESS MI ALLOW														
MILES CHARGED					MILES CHARGED														
MILEAGE ALLOWANCE										PER MILE									
MILEAGE ALLOWANCE										PER DAY									
MILEAGE ALLOWANCE										PER WEEK									
SUB TOTAL										7665									
PKG										300									
SERVICE & CLEANING										1199									
S/C										250									
TAX & SURCHARGE <b>19.55%</b>										4362									
DAMAGE																			
NET DUE										26676									
CUSTOMER OWES																			
DEPOSIT																			
ALL CHARGES SUBJECT TO FINAL AUDIT																			
CUSTOMER IS LIABLE FOR ALL PARKING & TRAFFIC VIOLATIONS. CUSTOMER MUST REPORT ANY ACCIDENT IMMEDIATELY & COMPLETE ALL FORMS.																			
VEHICLE DAMAGE CONDITION																			
																			
																			
IF NO DAMAGE NOTED CUSTOMER WILL BE CHARGED																			